

Dubuque CSD

Teamsters #421 (Associates)

7/1/2005

6/30/2009

AGREEMENT

Between the

BOARD OF EDUCATION
DUBUQUE COMMUNITY
SCHOOL DISTRICT

and the

DUBUQUE ASSOCIATION OF
EDUCATIONAL PARAPROFESSIONALS

July 1, 2005
to
June 30, 2009

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ARTICLE I - RECOGNITION

1.1 Unit - The Employer recognizes the Union, Dubuque Association of Educational Paraprofessionals, as represented by the General Drivers and Helpers Local 421, an affiliate of the International Brotherhood of Teamsters, as the certified exclusive and sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's Certification in Case No. 419, issued October 13, 1975, and as amended in Case No. 892 issued January 25, 1977; Case No. 1037 issued July 21, 1977, Case No. 1800 issued November 20, 1980, Case No. 3289 issued September 11, 1986, and Case No. 5003 issued November 19, 1993. The term "employee," when used in this Agreement and as specified in such certification, shall mean all full-time and regular part-time Paraprofessionals of the Employer including Learning Resource Center, ESEA Title I, Clerical, Student Supervision, Special Education, Health Aides, Crossing Guard, and Classroom (sometimes referred to hereinafter as "Paraprofessional employees"); but excluding all secretarial staff (previously included in the 7/1/94 to 6/30/96 DAESA Agreement), Print Center Supervisor, and all other persons excluded by Section 4 of the Public Employment Relations Act.

1.2 Definitions - When used in this Agreement, the following terms shall have the following meanings:

- a. The term "Employer" shall mean the Dubuque Community School District, or, when specified hereinafter, its Board of Education or other representatives or agents.
- b. The term "Employee" shall mean those employees represented by the Union and specified by the P.E.R.B. Certification and described in Section 1.1 above.
- c. The term "Union" shall mean the Dubuque Association of Educational Paraprofessionals or its duly authorized representatives or agents.

ARTICLE II - DUES DEDUCTION

2.1 Any eligible employee who is represented by Local 421 may sign and deliver to the Employer's payroll department an authorization form for payroll deduction of regular Union dues, in the form set forth in Schedule A. The authorization forms shall be provided by Local 421 and it shall be the responsibility of the Union to inform its members of the procedures for payroll deduction of Union dues.

2.2 The Employer shall make monthly deductions, commencing with the employee's last paycheck in October and continuing through the employee's last paycheck in June (less than twelve (12) month employees), and the amounts specified in such authorization forms. New employees who have successfully completed their probationary period will be given an opportunity to authorize dues deduction by completing the form in Schedule A and delivering same to the Employer's payroll department no later than twenty (20) days prior to the employee's end of the month scheduled paycheck or the last paycheck in any month November through June if dues payments are to begin after the month of October.

2.3 The Employer will remit such dues to the designated Local 421 representative within ten (10) days after such deduction.

2.4 Any authorization may be terminated at any time upon thirty (30) days written notice to the Employer's payroll department by an employee.

2.5 The Teamsters Local 421 agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability and all costs, including but not limited to court costs and attorneys fees, arising out of the operation of this Article.

SCHEDULE A

DUBUQUE ASSOCIATION OF EDUCATIONAL PARAPROFESSIONALS
TEAMSTERS LOCAL 421

DUES DEDUCTION AUTHORIZATION FORM
AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION DUES

Please Print

Mr. () SS# _____
Miss ()
Mrs. () _____
Last First Middle

Address _____

City State Zip

Building Where Employed Position

I hereby authorize the Dubuque Community School District to deduct the total of \$
_____ for dues to be paid to the Teamsters Local 421.

It is understood that this authorization shall commence with the employee's last paycheck in October or any month November through June if dues payments are to begin after the month of October and shall continue in effect through the employee's last paycheck in June (less than 12 month employees) for the designated number of deduction periods unless revoked in writing. Said revocation notice must be filed with the Employer's Payroll Office at least thirty days prior to its effective date.

Date _____ Signature _____

Original Copy - Payroll Department

ARTICLE III – SENIORITY AND PROBATION

3.1 Seniority

a. With respect to Paraprofessional employees "seniority" for purposes of this Article shall mean Paraprofessional employee's continuous length of employment with the Employer as a Paraprofessional employee.

b. In the event that more than one employee has the same seniority date, the date on the original staff recommendation form will determine the order of seniority.

3.2 Seniority List - The Employer shall provide the Union or its designated representative with a seniority list for Paraprofessionals by October 15 of each school year.

The seniority list will be posted in an area accessible to all employees.

3.3 Probationary Period – Newly hired employees shall be on a probationary status for a period of ninety (90) working days.

ARTICLE IV - STAFF REDUCTION AND LAY-OFF

4.1 Lay Offs – A Paraprofessional working six (6) hours or more per day who has his/her position eliminated shall have the choice of bumping the least senior Paraprofessional working six (6) hours or more per day or accepting lay off.

a. The six (6) hour Paraprofessional being displaced shall have the choice of bumping the least senior four (4) hour or less Paraprofessional or accepting lay off.

b. The four (4) hour Paraprofessional being displaced shall have the choice of bumping the least senior two (2) hour or less Paraprofessional or accepting lay off.

c. The two (2) hour Paraprofessional being displaced shall have the choice of bumping the least senior Paraprofessional or accepting lay off.

In all cases, an employee exercising the right to bump must be qualified for the position.

A Paraprofessional on voluntary lay off shall not be required to accept recall to a position of less hours than the position from which he/she was laid off.

4.2 Notification - The superintendent or designee will notify employees to be laid off of such lay off, in writing, with a copy to the Union or its designated representative at least fourteen (14) calendar days prior to the effective date of such lay off. Such notice shall include written reasons for reduction or realignment of staff.

4.3 Paraprofessional employees whose positions are discontinued or whose hours are reduced five (5) hours per week or more shall be allowed to request a voluntary transfer to any position within the classification of the category from which they are staff-reduced provided such vacancy is a result of the staff reduction procedure. Voluntary transfers shall be considered

on the basis of qualifications and seniority. Those employees not requesting a voluntary transfer or not awarded a voluntary transfer requested shall be assigned at the discretion of the District. Teamsters Local 421 shall be notified of any reclassification of positions in the Paraprofessional category. Should a discontinued position be reinstated prior to October 1 of the following school year, the displaced person shall be reassigned to his/her original position.

4.4 All vacancies that occur as a result of a resignation and/or a new position shall be posted per Article 5, and will not be included in the staff reduction procedures.

4.5 Employee Rights and Duties During Lay Off and Recall - Laid off employees shall advise the Superintendent or designee of their current address. Paraprofessional employees shall be recalled in the inverse order of lay off. If twenty-four (24) months have elapsed since any employee's lay off, his or her seniority and recall rights shall terminate. The Employer, in recalling any employee, shall mail, by certified mail, a written notice of recall to the last address given to the Employer by the employee. If any employee fails, within twenty (20) calendar days of such mailing of such written notice, to notify the Superintendent or designee of the employee's desire and availability to return to work, all recall rights of the employee shall terminate. Experience credit and fringe benefits shall not be earned by any employee during lay off. Any employee who was laid off and returns to work within twenty-four (24) months will continue with his or her seniority as if no lay off occurred. The employee must accept any position offered in the category and classification he/she was employed at the time of lay off in which the employee possesses qualifications.

4.6 Recall List - By October 15 of each year, the Employer shall provide the Union with a list of those employees laid off but presently eligible for recall. This list shall indicate the starting date of each employee's continuous period of employment prior to being laid off.

ARTICLE V - POSTING OF VACANCIES

5.1 Notification of Vacancies - School Year - All job openings in the Paraprofessional category shall be posted for seven (7) working days in a prominent location in each school building and the Forum. Any employee interested in an opening must send a request in writing to the Human Resource Services office and a resume to the building administrator where the vacancy exists within the seven (7) working day posting period. A separate request must be submitted for each vacancy posted. Written requests for transfer will be considered first and no assignment of new personnel will be made until after the seven (7) working day posting period. Job descriptions will be provided upon request of the employee. All requests will be considered on the basis of qualifications and seniority. The posted position shall be filled as soon as is reasonably possible following the seven (7) working day posting period. Applicants will be notified of the recipient of said position. If an employee's request is denied, he/she shall receive a written explanation of the reasons therefore.

Employees receiving positions through the posting procedure shall be ineligible to transfer again to another vacancy for the balance of the current school year. New employees hired to a specific position shall be ineligible to transfer to another position for the balance of the current school year.

During the period of time employees are laid-off and eligible for recall, the following posting restriction shall apply. Should a job opening in the Paraprofessional category exist, the initial job opening, only, will be posted in accordance with the above posting procedure. Should the initial vacancy be filled as a result of the posting procedure, the subsequent vacancy will not be posted. The subsequent vacancy will be filled in accordance with the defined recall procedure.

5.2 Notification of Vacancies - During the Summer - All job openings in the Paraprofessional category shall be posted for seven (7) working days, as they occur, at the Forum. Any employee interested in an opening must make a request in writing to the Human Resource Services office within the seven (7) working day posting period. A separate request must be submitted for each vacancy posted. All requests will be considered on the basis of qualifications and seniority.

During the period of time employees are laid-off and eligible for recall, the same posting restriction as outlined in 5.1 Notification of Vacancies - School Year, shall apply.

5.3 Testing - Prior to employment the District reserves the right to administer all job specific tests that it believes necessary for successful completion of a job.

ARTICLE VI - SUMMER WORK

6.1 By the third Monday in May, a notice will be posted in a prominent location in each school building and the Forum. The notice shall contain the title of the position, number of hours per day and number of days to be worked. Any employee interested in applying shall do so by submitting a separate letter of application for each position requested to the Human Resource Services offices within five (5) working days of the posting. Summer work shall be offered to those employees who apply on the basis of seniority, qualifications and previous school year experience with students enrolled in summer school. Applicants shall be notified in writing of the status of their application by the second Monday in June. The District reserves the right to post additional positions to meet program needs, subject to the five (5) working day posting period.

ARTICLE VII - INVOLUNTARY TRANSFER AND REASSIGNMENT

7.1 Involuntary Transfer - Movement of an employee to another building, for the efficient operation of the District, and not based upon the request of the employee, is an involuntary transfer. Any employee so transferred will be notified in writing seven (7) days prior to the effective date of the transfer and the reasons for such transfer. Movement caused because of the closing of a facility, or the elimination of a program, or a change of program, or staff-reduction, is an involuntary transfer.

Employees whose position has been eliminated due to elimination or change of program or staff reduction will have the right to bump the least senior person within the same classification with the same hours. If there is no employee within the classification that the employee can bump, the effected employee can bump the least senior employee within the building with the same hours or less hours based on seniority. The least senior employee would then be involuntarily transferred.

7.2 Reassignment - The movement of an employee within the building within the same classification for the efficient operation of the school program is a reassignment. Prior to reassignment of an employee, the principal will meet with the affected employee(s) to discuss the reassignment(s). Employees desiring to continue in or to change a current assignment should make his/her interest known to the principal. Consideration will be given to assign employees based on qualifications, experience, seniority, and requests.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1 The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances, without interference with the operations of the school system. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

8.2 A "grievance" is defined as a claim by the aggrieved employee or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, or the individual employee's contract.

8.3 Any grievance shall be processed in the following manner:

Level I. The aggrieved employee shall attempt to resolve the grievance informally, within twenty (20) business days of the occurrence of the event, action, or violation constituting the grievance by informal discussion with the employee's building principal. The building principal or immediate supervisor will reply orally or in writing to the aggrieved employee within five (5) business days after discussion of the grievance.

Level II. If, after discussion with the grievant's building principal or immediate supervisor at Level I, the grievance is not settled and the aggrieved employee wishes to appeal the grievance to Level II, the employee will reduce the grievance to writing (on the form attached to this Agreement as Schedule B) and submit it to the Superintendent's designee within five (5) business days after receipt of the building principal or immediate supervisor's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought. The Superintendent's designee shall provide a written answer to the employee, with a copy to the Union, within ten (10) business days after receipt of the written grievance. The employee shall acknowledge receipt of a copy of the written answer of the Superintendent's designee by the employee's signature on the Grievance Report.

Level III. If the grievance is not settled at Level II and the aggrieved employee wishes to appeal the grievance to Level III, the written grievance shall be submitted by the employee to the Superintendent or his/her designee within five (5) working days after receipt of the building principal or immediate supervisor's written answer from Level II. The Superintendent or designee shall meet with the employee and a representative of the Union, if the grievant requests representation, within five (5) business days after receipt of the grievance. The Superintendent or designee will provide a written answer to the grievant, with a copy to the Union, or its designated representative within five (5) business days of such meeting. The Employee shall

acknowledge receipt of a copy of the written answer of the Superintendent or designee by the employee's signature on the Grievance Report.

Level IV. Grievances not settled at Level III of the grievance procedure may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the Superintendent or designee within ten (10) days of receipt by the employee of the Superintendent's answer in Level III. Within five (5) business days of receipt of such request, representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. Failing to do so, the Union shall within ten (10) days of such arbitration request, petition the Public Employment Relations Board (PER Board) to submit a list of five (5) arbitrators. Within five (5) days after receipt of such list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be final and binding upon the parties. The Employer and the Union agree that upon written consent of all aggrieved employees' grievances involving similar facts, issues and contract provisions shall be consolidated for hearing and determination. The Employer and the Union will share equally the joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

8.4 The failure of an employee or the Union or its representatives to initiate or appeal a grievance to the next level within the time limits specified above shall bar further appeal. The failure of an administrator designated herein to reply to or answer a grievance within the time limits specified above shall permit the aggrieved employee, or, where applicable, the Union, to proceed to process the grievance to the next level. The time limits specified above may be extended by mutual agreement. The term "working days" as used in this Article shall mean consecutive scheduled working days of the aggrieved employee.

8.5 All grievances at Levels I, II and III shall be presented, discussed and processed on employee's non-working time.

8.6 Any aggrieved employee may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by one representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present at Level III with the written consent of the aggrieved employee, delivered to the Superintendent or designee not later than two (2) working days prior to the conference at Level III.

SCHEDULE B
GRIEVANCE REPORT

Date Filed

School District

Building

Distribution of Form (check if sent to)

- ____ 1. Teamsters Local 421
____ 2. Employee
____ 3. Building Principal or
Immediate Supervisor
____ 4. Superintendent's Designee
____ 5. Superintendent or Designee

Name of Aggrieved Employee

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature of Aggrieved Employee

Date

E. Disposition of Superintendent's Designee*

* _____

Signature of Superintendent's Designee

Date

F. Receipt of copy of answer of Superintendent's Designee*

Signature of Aggrieved Employee

Date

SCHEDULE B (continued)

LEVEL III

A. _____
Signature of Aggrieved Employee Date received by Superintendent
or Designee

B. Disposition by Superintendent or Designee* _____

Signature of Superintendent or designee Date

C. Receipt of copy of answer of Superintendent or Designee

Signature of Aggrieved Employee Date

LEVEL IV

A. _____
Signature of Union Representative

B. _____
Date Received by Superintendent or Designee

*If additional space is needed, attach additional sheets.

ARTICLE IX - EXTRA-CURRICULAR ACTIVITIES

Paraprofessionals who agree to a supervisor's request to supervise extra-curricular activities beyond regularly scheduled work hours, shall be paid their hourly rate.

ARTICLE X - LUNCH AND BREAK PERIODS

10.1 Paraprofessional employees working six (6) hours or more per day shall be provided a scheduled half-hour non-compensated duty free lunch period each day.

10.2 Paraprofessional employees working continuously three (3) to five (5) hours daily shall be provided with one scheduled fifteen (15) minute break each day.

10.3 Paraprofessional employees working more than five (5) hours per day shall be provided with two (2) scheduled fifteen (15) minute breaks each day.

10.4 The scheduling of lunch periods and breaks shall be determined by each employee's immediate supervisor or designee.

ARTICLE XI - WORKING CANCELLED SCHOOL DAYS, MAKE-UP DAYS AND DELAYED START DAYS

11.1 Paraprofessional employees shall not report to work on days when all schools are cancelled.

11.2 Paraprofessional employees shall report to work at their assigned buildings on all student make-up days.

11.3 If District officials cancel school at a particular school and certified staff are required to report to work, Paraprofessional employees shall not report to work.

11.4 On days when school is delayed due to weather, Paraprofessionals shall either report to work at their regularly scheduled start time or they shall report to work at their newly revised start time which is determined by their administrator. Paraprofessionals who report to work at their regularly scheduled start time are to check in with the office for their work assignment and to verify their arrival.

Paraprofessionals will be paid only for actual hours worked.

11.5 Paraprofessional employees who are excused by the principal or supervisor to leave early due to the weather will be paid only for those hours actually worked, but will be allowed to bank the difference in hours to be worked at a later date.

11.6 In the event that school is cancelled after an employee's designated report time has begun and the Paraprofessional has reported to work, the employee will be guaranteed one hour work for one hour of pay. At the employee's option, said guarantee may be waived in order to return home. In no case is the employee to work without proper approval in excess of the number of hours indicated on employee's annual Letter of Assignment.

11.7 Early Dismissal – When school is released due to a scheduled early dismissal it shall be the employee's choice to work their contracted hours or they may waive the guarantee and leave at the early dismissal time. The choice on early dismissals shall be made by the employee at the beginning of the school year. Exceptions must be approved by the principal to allow an employee to leave although they previously choose to work at the beginning of the school year. Abuse of this section will be referred to the Executive Director of Human Resource Services and the Union for settlement. Abuse of this section will be referred to the Executive Director of Human Resource Services and the Union for settlement.

ARTICLE XII - SALARIES

12.1 Paraprofessional employees shall be paid for each hour and portion thereof worked up to forty (40) hours per calendar week according to the "Paraprofessional Employee Salary Schedule" attached as Schedule C.

12.2 Overtime

a. An employee required by the Employer to work in the performance of his or her regular duties in excess of forty (40) hours in one calendar week shall be paid time and a half for each hour and portion thereof in excess of forty (40) hours.

b. An employee required by the Employer to work in the performance of his or her regular duties in excess of the hours scheduled for the day shall be paid his or her hourly rate for such excess hours up to forty (40) hours per calendar week, in lieu of compensatory time.

SCHEDULE C PARAPROFESSIONAL EMPLOYEE SALARY SCHEDULE

STEP	HOURLY RATE			
	2005/06	2006/07	2007/08	2008/09
A	\$10.61	\$11.01	\$11.41	\$11.81
B	A ten cent (\$.10) per hour stipend will be paid to all Special Education, Health and Clerical/Health Paraprofessionals.			
C	Paraprofessional employees required by the employer to perform the regular duties of a secretary, in the absence of a regular secretary, shall be paid a stipend of sixty-five cents (\$.65) per hour over and above the Paraprofessional Step A pay rate for all hours worked as a regular secretary.			
D	Probationary rate – During the first year of employment, employees will be paid a rate which is \$.50 per hour less than the rate to which the employee has been assigned.			

12.3 Longevity Pay – The Employer shall pay Paraprofessional employees who have completed the number of consecutive contract years of service with the Employer specified below, the following longevity payments:

Completion of Consecutive Number of Years Service with the Employer by the end of August of each Year	Additional Compensation Per Hour
5 years	\$.10
10 years	\$.15
15 years	\$.20
20 years	\$.25

ARTICLE XIII - INSURANCE

13.1 Term Life Insurance

a. The Employer shall pay for Paraprofessional employees working twenty (20) or more hours per week the full monthly premium for term life insurance for a coverage of \$10,000.00.

b. The term of such coverage shall be the duration of any such employee's employment with the Employer as a Paraprofessional employee as defined above.

13.2 Health Insurance - The Employer agrees to make available to the Paraprofessional employees working twenty (20) or more hours per week, but less than twelve (12) months per year, the opportunity to purchase Health Insurance at the employee's expense. This opportunity shall continue until the employee's hours are reduced to less than twenty (20) hours per week. Payment of premium shall be the responsibility of the employee and must be received in the Employer's Business Office prior to the tenth (10th) day of each month for coverage to be effective for the next month. Failure to pay the advance premium by that date shall cancel the insurance coverage and no admission to the program will be allowed. Also, it is the responsibility of the employee to provide any and all information necessary for participation in the program. The method of premium payment shall be determined by the District.

13.3 Dental Insurance - The Employer agrees to make available to the Paraprofessional employees working twenty (20) or more hours per week, but less than twelve (12) months per year, the opportunity to purchase Dental Insurance at the employee's expense. This opportunity shall continue until the employee's hours are reduced to less than twenty (20) hours per week. Payment of premium shall be the responsibility of the employee and must be received in the Employer's Business Office prior to the tenth (10th) day of each month for coverage to be effective for the next month. Failure to pay the advance premium by that date shall cancel the insurance coverage and no admission to the program will be allowed. Also, it is the responsibility of the employee to provide any and all information necessary for participation in the program. The method of premium payment shall be determined by the District.

13.4 Disability Income Insurance - The Employer agrees to provide for each eligible employee working twenty (20) hours per week or more Disability Income Insurance, at sixty-six

and two-thirds percent (66 2/3%) of the employee's covered monthly compensation to a maximum of \$1,666.67 per month.

ARTICLE XIV - PHYSICAL EXAMINATION

14.1 a. All new employees, upon initial employment, shall provide at the employee's expense, satisfactory medical evidence of physical fitness and freedom from communicable disease. Forms for such purpose shall be provided by the Employer.

b. All other continuing employees shall fulfill the physical examination requirements specified in Section 14.1 (a) every three years. The Employer shall pay \$40.00 toward the cost of such examination provided such exam is not covered by the employee's health insurance program. If, however, an employee chooses, the Employer will pay the cost of the standard physical exam and three (3) year T.B. skin test, if such physical exam is conducted by a physician designated by the Employer. Any additional tests required by law to pass the physical will be paid by the employee.

c. Employees whose physical condition may be questioned by the Employer shall present satisfactory medical evidence when requested at the employee's cost.

ARTICLE XV - HOLIDAYS

15.1 The Employer shall pay Paraprofessional employees working four (4) hours or more per day, twenty (20) hours or more per week, but less than twelve (12) months per year for the following holidays:

Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
New Year's Day
Good Friday
Memorial Day

15.2 Any employee must be employed at least thirty (30) calendar days to be eligible for any paid holiday.

15.3 Any employee, not on paid leave, to be eligible for any paid holiday, must have worked the last scheduled full workday preceding the holiday and the first scheduled full workday following the holiday.

15.4 Holiday pay for eligible employees will be based on the employee's hourly rate and number of hours regularly worked.

15.5 An eligible employee who is required to work on a holiday shall be paid time and one-half for all hours worked in addition to his/her regular holiday pay.

ARTICLE XVI - LEAVES

16.1 Sick Leave

a. The Employer shall grant, according to the following schedule, sick leave, with pay, per year for Paraprofessional employees working five (5) days per week, for personal illness or injury not covered by Workers' Compensation:

1. 10 days the first year of employment
2. 11 days the second year of employment
3. 12 days the third year of employment
4. 13 days the fourth year of employment
5. 14 days the fifth year of employment
6. 15 days the sixth year of employment and thereafter

Unused sick leave may be accumulated by Paraprofessional employees up to a maximum of 155 credit days.

b. The average number of hours per day under the employee's individual contract shall constitute a day of sick leave for the purpose of this Article.

c. Any employee, after three (3) consecutive days absence, shall be required to present medical evidence satisfactory to the Employer, at the employee's expense, of illness or injury which renders the employee physically or mentally incapable of performing his or her assigned duties.

d. Paraprofessional employees contracted to work during a scheduled summer school session shall be allowed the use of accumulated sick leave benefits. There shall be no accumulation of additional benefits as a result of working a summer school session.

16.2 Bereavement Leave. An employee shall be granted up to four (4) working days leave of absence with pay for each death in the employee's immediate family, which is defined as an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, stepchild, stepmother, or stepfather. Employees may be granted upon written request to, and approved by, the Superintendent or designee, up to one (1) working day leave of absence with pay in the event of the death of a relative or a friend outside the employee's immediate family as defined above but with bonds so close that good taste demands attendance at the funeral. Any absence for authorized bereavement leave shall not be charged against accumulated sick leave. Pay for an absence shall be based on the employee's scheduled hours for the day or days of absence.

16.3 Leave for Jury and Witness Duty - Any employee required to perform jury duty or to appear and testify in any judicial or administrative proceeding during the employee's working time shall be granted leave for such purposes and shall receive the difference between the employee's normal compensation and the compensation received for such duty. The employee shall provide to the employer a copy of the court document notifying the said employee of the requirement to report for jury duty or a copy of a subpoena if required to appear and testify in any judicial proceeding. Any employee who is absent from work by reason of attendance at any

court or administrative proceeding in which the employee is a litigant or party, shall receive no compensation from the Employer for such absence. Employees dismissed from jury duty during the time of their shift assignment must report back to work for the duration of the shift. Employees shall have one (1) hour to report after being released from jury duty.

16.4 Personal Leave - Each employee will be allowed two (2) days with pay, without accumulation, each school year for personal purposes. Personal leave will be granted upon two (2) days prior written notice to the employee's immediate supervisor and approval by the Superintendent or designee. The two (2) day advance notice requirement may be waived for personal leave requests judged as emergency situations by the Superintendent or designee. Personal leave shall be utilized in minimum one-half (½) day increments and utilized prior to any unpaid leave. Exception to the half (½) day increment may be granted by the Superintendent or designee for emergency purposes. Pay for such absence shall be based on the scheduled hours for the day or days of absence.

16.5 Leaves - Employees may request leaves of absence without pay. Approved leaves shall be without loss of earned seniority. Personal leave must be used prior to dock days.

16.6 Association Leave – Officers and representatives of the Association may be granted a total of six (6) working days (without accumulation) leave, with pay, each school year for official Association business upon five (5) days advance written notice to the Superintendent or designee. Upon expiration of the six (6) working day Association Leave defined above, the Association will reimburse the District for each hour or fraction of an hour that the employee spends on Association Leave. Reimbursement shall be based on the employee's hourly rate of pay including base hourly, longevity pay, and the employer's cost of retirement benefits including state pension (IPERS) and federal social security and Medicare (FICA).

16.7 Family Illness Leave – In the event of a serious illness or injury of a child, spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, or stepchild, an employee may be granted three (3) days, non-accumulative, Family Illness Leave charged against sick leave. In cases when the Administration suspects an abuse of Family Illness Leave, the Administration may require medical evidence of such illness or injury at the employee's expense.

Family Illness Leave cannot be used in less than one-half (½) day increments unless mutually agreed upon by principal or supervisor and employee.

ARTICLE XVII – LETTERS OF ASSIGNMENT

17.1 Every effort will be made to issue annual letters of assignment to Paraprofessionals by June 1st.

ARTICLE XVIII - MEDICATION

18.1 No Paraprofessional employee, except Health Aides, and those trained with the Medication Administration Course shall be required to administer medication or to give inoculations.

ARTICLE XIX - SAFETY

19.1 No employee shall be required to search for a bomb.

ARTICLE XX - TRAVEL

20.1 Employees who are required to travel between school buildings or for other approved school purposes shall be reimbursed at the rate to be determined by the District. Travel between buildings for personal or staff development meetings will not be employee reimbursable.

20.2 Transportation of Students – Every effort will be made to reduce requiring Paraprofessionals to transport students in their personal vehicles. School vans will be utilized to the extent possible. Additionally, schools will first fill driving duties on a voluntary basis. If volunteers are not available to meet the Individual Educational Program (IEP) of a student or students, employees may be reassigned per Article 7.2 of this Agreement. If reassignment of employees does not secure sufficient drivers, the Employer may make an involuntary transfer per Article 7.1 of this Agreement. The Employer, in assigning or transferring employees, will consider qualifications, experience seniority and employee requests. The Employer also agrees that if the Paraprofessional believes a safety threat exists in transporting a student, a second individual may be assigned by the administration to accompany the individual who is required to transport the student. If this section concerning the transportation of students creates a hardship, the matter will be referred to the Labor/Management Committee to be addressed.

Employees who drive a personal automobile in service of the District will be compensated at the current School District mileage reimbursement rate. Employees who transport students as part of their job assignment will be reimbursed \$.05 per mile in addition to the current School District mileage reimbursement.

20.3 Employees experiencing out-of-pocket expense as a result of substantial personal automobile damage caused by a transported student may be reimbursed for the expense. To be reimbursed, employees must report the damage to an immediate supervisor within twenty-four (24) hours of the incident and provide two (2) estimates for repair of damage. Upon completion and payment for the work, the Employer will reimburse the employee for repairs based on the lowest responsible estimate of repairs. Employees providing repairs to their personal vehicle may be reimbursed for the cost of parts needed to repair the damage. A parts invoice must be presented to an immediate supervisor for approval prior to the employee being reimbursed by the District.

ARTICLE XXI - REQUIRED COURSES

21.1 Course registration and tuition fees for courses required by the employer will be paid by the District.

ARTICLE XXII - SUSPENSION OR DISCHARGE

22.1 Discharge or suspension will be heard through the grievance procedure as outlined in Article VIII.

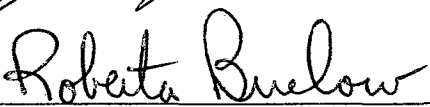
ARTICLE XXIII - DURATION

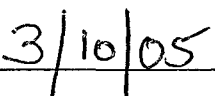
23.1 Separability - If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

23.2 Duration - This Agreement shall be effective from July 1, 2005, and shall continue in full force and effect until June 30, 2009, provided, however, that this Agreement shall continue in effect for like periods thereafter unless either party gives the other party written notice no later than November 1 prior to such expiration date or the expiration date of any renewal thereof of its desire to terminate or modify this Agreement.

Dubuque Association of Educational
Paraprofessionals

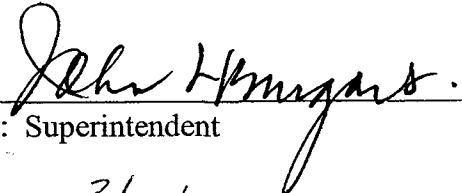

By: Union Representative



By: Employee Representative


Date

Dubuque Community School District


By: President, Board of Education


By: Superintendent


Date

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2005-06 - Effective July 1, 2005

	Period	Payday	Number of Days This Period
July	1 – 15	July 29	11
	18 – 29	August 12	10
August	1 – 12	August 26	10
	15 – 26	September 9	10
	29 – September 9	September 23	10
September	12 – 23	October 7	10
	26 – October 7	October 21	10
October	10 – 21	November 4	10
	24 – November 4	November 18	10
November	7 – 18	December 2	10
	21 – December 2	December 16	10
December	5 – 16	December 29 (Thursday)	10
	19 – 30	January 13	10
January	2 – 13	January 27	10
	16 – 27	February 10	10
	30 – February 10	February 24	10
February	13 – 24	March 10	10
	27 – March 10	March 24	10
March	13 – 24	April 7	10
	27 – April 7	April 21	10
April	10 – 21	May 5	10
	24 – May 5	May 19	10
May	8 – 19	June 2	10
	22 – June 2	June 16	10
June	5 – 16	June 30	10
	19 – 30	July 14	10

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2006-07 - Effective July 1, 2006

	Period	Payday	Number of Days This Period
July	3 – 14	July 28	10
	17 – 28	August 11	10
	31 – August 11	August 25	10
August	14 – 25	September 8	10
	28 – September 8	September 22	10
September	11 – 22	October 6	10
	25 – October 6	October 20	10
October	9 – 20	November 3	10
	23 – November 3	November 17	10
November	6 – 17	December 1	10
	20 – December 1	December 15	10
December	4 – 15	December 29	10
	18 – 29	January 12	10
January	1 – 12	January 26	10
	15 – 26	February 9	10
	29 – February 9	February 23	10
February	12 – 23	March 9	10
	26 – March 9	March 23	10
March	12 – 23	April 5 (Thursday)	10
	26 – April 6	April 20	10
April	9 – 20	May 4	10
	23 – May 4	May 18	10
May	7 – 18	June 1	10
	21 – June 1	June 15	10
June	4 – 15	June 29	10
	18 – 29	July 13	10

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2007-08 – Effective July 1, 2007

	Period	Payday	Number of Days This Period
July	2 – 13	July 27	10
	16 – 27	August 10	10
	30 – August 10	August 24	10
August	13 – 24	September 7	10
	27 – September 7	September 21	10
September	10 – 21	October 5	10
	24 – October 5	October 19	10
October	8 – 19	November 2	10
	22 – November 2	November 16	10
November	5 – 16	November 30	10
	19 – 30	December 14	10
December	3 – 14	December 28	10
	17 – 28	January 11	10
	31 – January 11	January 25	10
January	14 – 25	February 8	10
	28 – February 8	February 22	10
February	11 – 22	March 7	10
	25 – March 7	March 20 (Thursday)	10
March	10 – 21	April 4	10
	24 – April 4	April 18	10
April	7 – 18	May 2	10
	21 – May 2	May 16	10
May	5 – 16	May 30	10
	19 – 30	June 13	10
June	2 – 13	June 27	10
	16 – 30	July 11	11

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2008-09 – Effective July 1, 2008

	Period	Payday	Number of Days This Period
July	1 – 11	July 25	9
	14 – 25	August 8	10
	28 – August 8	August 22	10
August	11 – 22	September 5	10
	25 – September 5	September 19	10
September	8 – 19	October 3	10
	22 – October 3	October 17	10
October	6 – 17	October 31	10
	20 – 31	November 14	10
November	3 – 14	November 26 (Wednesday)	10
	17 – 28	December 12	10
December	1 – 12	December 26	10
	15 – 26	January 9	10
	29 – January 9	January 23	10
January	12 – 23	February 6	10
	26 – February 6	February 20	10
February	9 – 20	March 6	10
	23 – March 6	March 20	10
March	9 – 20	April 3	10
	23 – April 3	April 17	10
April	6 – 17	May 1	10
	20 – May 1	May 15	10
May	4 – 15	May 29	10
	18 – 29	June 12	10
June	1 – 12	June 26	10
	15 – 30	July 10	12